

08-19-2004

Form PTO-1595

(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

Tab settings $\Rightarrow \Rightarrow \Rightarrow$

RE



102817557

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

General-Electro Mechanical Corp.

8-17-04

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:



Assignment



Merger



Security Agreement



Change of Name



Other

Execution Date: June 28, 2004

2. Name and address of receiving party(ies)

Name: Gemcor II, LLC

Internal Address:

Street Address: 100 Gemcor Drive

City: West Seneca State: NY Zip: 14224

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

B. Patent No.(s) See Item 4 continuation

(attached)

Additional numbers attached? ☒ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Timothy C. Cashmore

Internal Address: Damon & Morey LLP

1000 Cathedral Place

Street Address: 298 Main Street

City: Buffalo State: NY Zip: 14202

6. Total number of applications and patents involved: 55

7. Total fee (37 CFR 3.41).....\$ 2,200.00

☒ Enclosed☐ Authorized to be charged to deposit account

8. Deposit account number:

08/17/04 AM 7:52
CPR/FINANCE

DO NOT USE THIS SPACE

9. Signature.

Warren D. Wolfson

Name of Person Signing

Warren D. Wolfson

Signature

08/10/04

Date

08/18/2004 08:00:00 00000026 40444 Total number of pages including cover sheet, attachments, and documents: 10

01 FC:8021

Mail documents to be recorded with required cover sheet information to:
2200.00 US Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231PATENT
REEL: 015676 FRAME: 0876

4.B. Continuation - United States Patents Numbers

<u>Patent No.</u>	<u>Issue Date</u>	<u>Title</u>
4,044,462	08/30/77	Rivet Blank Feeder for Riveting Apparatus
4,060,189	11/29/77	Slug Riveting Apparatus
4,101,064	07/18/78	Slug Riveting apparatus
4,515,302	05/07/85	Riveting Machine
4,609,134	09/02/86	Jet Guide Rivet Injector
4,645,112	02/24/87	Riveting Machine
4,693,646	09/15/87	Apparatus for Lubricating a Workpiece
4,720,897	01/26/88	Automatic Fastening Machine with Brushless Electric Motor for Drill Spindle Drive
4,819,856	04/11/89	Method and Apparatus for Inserting Fasteners
4,821,408	04/18/89	Programmable Fixture and Assembly Cell
4,858,289	08/22/89	Dimpling and Riveting Apparatus
4,864,702	09/12/89	Five Axis Riveter and System
4,864,713	09/12/89	Method and Apparatus for Positioning Tooling and Riveting
4,966,323	10/30/90	Five Axis Riveter and System
4,998,943	03/12/91	Method and Apparatus for Inserting Fasteners
4,999,896	03/19/91	Automatic Double-Flush Riveting
5,027,490	07/02/91	Apparatus for Inserting Fasteners
5,060,362	10/29/91	Slug Riveting Method and Apparatus with C-Frame Deflection Compensation
5,065,898	11/19/91	Apparatus for Orienting and Injecting Fasteners
5,154,643	10/13/92	Method and Apparatus for Positioning Tooling
5,220,718	06/22/93	Programmable Fixture and Assembly Cell

ASSIGNMENT OF PATENTS

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency and receipt of which is hereby acknowledged, **GENERAL-ELECTRO MECHANICAL CORP.**, a New York corporation and successor by merger to Gemcor Engineering Corp. ("Assignor"), having ownership of the United States Patents listed on Exhibit A attached hereto and made a part thereof (the "Patents"), hereby sells, assigns, and transfers to **GEMCOR II, LLC**, a New York limited liability company ("Assignee") and its successors and assigns, the entire right, title and interest for the United States and its territorial possessions and in all foreign countries in and to the Patents and the inventions disclosed in the Patents, any and all improvements by Assignor to the above identified inventions and any legal equivalents thereof in the United States and any foreign country, including, without limitation, the right to claim priority in and to, all patents to be obtained from said inventions by application or any continuation, division, renewal, or substitute thereof, and any reissue or reexamination thereof, and to sue for any and all infringement thereof, including, without limitation, any and all infringements occurring prior to the date of this Assignment. This Assignment is made pursuant to that certain Asset Purchase Agreement dated as of May 26, 2004 by Assignor as Seller and Assignee as Purchaser.

2. Appointment. Assignor hereby names Assignee as its agent and attorney-in-fact to receive, collect, enforce and sue, either in its name or in the name of Assignee as the legal attorney of and for Assignor.

3. No Conflict. Assignor hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Assignment in any way.

4. Consent to Filing. Assignor hereby consents that a copy of this Assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document which may be required in any country for any purpose and more particularly is proof of the right of Assignee (or its nominee) to claim the aforesaid benefit of the right of priority provided by the International Convention for the Protection of Industrial Property or similar conventions or by any convention which may hereafter be substituted for any said International Convention.

5. Cooperation. Assignor hereby further covenants that Assignor shall, at any time and from time to time, at the request of Assignee: (a) promptly provide Assignee with any and all pertinent facts and documents relating to any of the Patents as may be known in Assignor's possession or control; (b) testify as to the same in any interference, litigation or other proceeding related thereto; and (c) promptly execute and deliver to Assignee or its legal representative any and all papers, instruments or affidavits which, in the reasonable opinion of counsel for Assignee, may be necessary to vest in Assignee all of Assignor's right, title, or interest in or to any of the Patents or any rights or benefits appertaining thereto or to enable Assignee to realize upon or otherwise enjoy the Patents or any rights or benefits appertaining thereto, or to apply for, obtain, maintain, issue and enforce any patent application, patent registration or equivalent thereof which may be necessary or desirable to carry out the purposes hereof.

6. Law. This Assignment shall be governed by and construed in accordance with the laws of the State of New York without reference to principles of conflicts of laws.

7. Parties Bound. This Assignment shall be binding upon and inure to the benefit of Assignee and its successors and assigns.

EXHIBIT A**United States Patents**

<u>Patent No.</u>	<u>Issue Date</u>	<u>Title</u>
4,044,462	08/30/77	Rivet Blank Feeder for Riveting Apparatus
4,060,189	11/29/77	Slug Riveting Apparatus
4,101,064	07/18/78	Slug Riveting apparatus
4,515,302	05/07/85	Riveting Machine
4,609,134	09/02/86	Jet Guide Rivet Injector
4,645,112	02/24/87	Riveting Machine
4,693,646	09/15/87	Apparatus for Lubricating a Workpiece
4,720,897	01/26/88	Automatic Fastening Machine with Brushless Electric Motor for Drill Spindle Drive
4,819,856	04/11/89	Method and Apparatus for Inserting Fasteners
4,821,408	04/18/89	Programmable Fixture and Assembly Cell
4,858,289	08/22/89	Dimpling and Riveting Apparatus
4,864,702	09/12/89	Five Axis Riveter and System
4,864,713	09/12/89	Method and Apparatus for Positioning Tooling and Riveting
4,966,323	10/30/90	Five Axis Riveter and System
4,998,943	03/12/91	Method and Apparatus for Inserting Fasteners
4,999,896	03/19/91	Automatic Double-Flush Riveting
5,027,490	07/02/91	Apparatus for Inserting Fasteners
5,060,362	10/29/91	Slug Riveting Method and Apparatus with C-Frame Deflection Compensation
5,065,898	11/19/91	Apparatus for Orienting and Injecting Fasteners
5,154,643	10/13/92	Method and Apparatus for Positioning Tooling

Patent No.	Issue Date	Title
5,220,718	06/22/93	Programmable Fixture and Assembly Cell
5,222,298	06/29/93	Method and Apparatus for Fastening
5,248,074	09/28/93	Five Axis Riveter and System
5,329,691	07/19/94	Hole Probe Apparatus and Method
5,357,668	10/25/94	Method and Apparatus for Positioning a Workpiece and Tooling
5,385,041	01/31/95	Riveting Apparatus Ram Assembly
5,398,537	03/21/95	Low Amperage Electromagnetic Apparatus and Method for Uniform Rivet Upset
5,471,865	12/05/95	High Energy Impact Riveting Apparatus and Method
5,477,597	12/26/95	Apparatus for Positioning Tooling
5,535,498	07/16/96	Hole Probe Method
5,555,616	09/17/96	Method and Apparatus for Positioning of Tooling Efficiently
5,575,166	11/19/96	High Energy Impact Riveting Apparatus and Method
5,604,974	02/25/97	Apparatus and Method of Positioning a Wing Panel for Riveting
5,611,130	03/18/97	Multi-Position Rotary Health Method and Apparatus for Positioning Tooling
5,613,395	03/25/97	Coldworking Tool Automation
5,615,474	04/01/97	Statistical Process Control
5,621,970	04/22/97	Apparatus and Method of Positioning a Wing Panel for Riveting
5,647,111	07/15/97	Automatic Sealant Apparatus and Method
5,653,005	08/05/97	Programmable Fixture and Assembly Cell
5,661,892	09/02/97	Method for Positioning Tool
5,687,463	11/18/97	Method and Apparatus for Positioning Tool Efficiently
5,778,505	07/14/98	Apparatus and Method for Fastening a Semi-Cylindrical Workpiece without Refixturing

<u>Patent No.</u>	<u>Issue Date</u>	<u>Title</u>
5,829,115	11/03/98	Apparatus for Actuating Tooling
6,072,583	06/06/00	Method and Apparatus for Detecting Mis-oriented Fasteners
6,092,275	07/25/00	Statistical Process Control
6,101,704	08/15/00	Apparatus and Method for Fastening a Semi-cylindrical Workpiece without Refixturing
6,219,898	04/24/01	Control System and Method for Automatic Fastening Machines
6,223,413	05/01/01	Apparatus and Method for Positioning Tooling
6,357,100	03/19/02	Apparatus for Actuating
6,418,602	07/16/02	Flexible Fixture Systems and Method
6,295,710	10/02/01	Automatic Fastening Machine and Method
6,237,212	05/29/01	Rotary Turrethead Apparatus
6,427,312	08/06/02	Automatic Fastening
6,449,848	09/17/02	Flexible Fixture Method
6,543,121	04/08/03	Methods and Apparatus for Actuating Riveting Tool

-#821143-